PART IV

Section 2-C—(ii)

STATUTORY ORDERS ISSUED BY THE STATE GOVERNMENT UDER THE CENTRAL ACTS AND STATE ACTS

GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT (LABOUR)

Labour Disputes.—Industrial Dispute between the Workmen and the management of the Bharat Earth Movers, Ltd., Bangalore-17

Award of the Additional Industrial Tribunal, Bangalore—published.

Read the following papers:

(1) Letter No. A.I.T. No. 38/67-68, dated 8th April 1968 from Shri V. C. Ramachandran, Presiding Officer, Additional Industrial Tribunal, Bangalore.

BEFORE THE ADDITIONAL INDUSTRIAL TRIBUNAL, IN MYSORE, BANGALORE.

Dated 30th March 1968.

PRESENT:

Sri V. C. Ramachandran, B.A., B.SC., A.R.C.S., Bar-at-Law,
Presiding Officer.

A. I. D. No. 15 *of* 1967.

The workmen of the Bharat Earth Movers, Ltd., Bangalore-17
First Party.

Vs.

The Management of the Bharat Earth Movers, Ltd, Bangalore-17
Second Party.

APPEARANCES.

For the First Party—Sri A. Nagesh Rao, Advocate, Bangalore.
For the Second Party—Sri S. G. Sunderswamy, Advocate, Bangalore.

REFERENCE.

G. O. No. LMA 206 *LLD* 67, *dated* 16*th May* 1967.

AWARD

This is an Industrial dispute between the Workmen and the management of the Bharat Earth Movers, Ltd., Bangalore-17, which is referred to this Tribunal by the Government of Mysore in their order No. LMA 206 LLD 67, dated 16th May 1967 under Section 10(1)(*d*) of the Industrial Disputes Act, 1947, for adjudication. The only point of dispute is whether the employees of the Bharat Earth Movers, Ltd., Bangalore, are entitled to claim the rates of dearness allowance as are applicable to Central Government Employees in conformity with the interim recommendations of the Gajendragadkar's Commission (in addition to the benefits they are now enjoying) until the Engineering Wage Board makes its final recommendations with regard to dearness allowance? If not, to what relief are the Employees entitled?

2. The workmen of the Bharat Earth Movers, Ltd., which will be hereafter referred to as the First Party, are represented by the Bharat Earth Movers Employees' Association, Bangalore-17. The Bharat Earth Movers, Ltd., which is the Second Party, employs about 4,000 workers and is engaged in the manufacture and sale of Rail Coaches and Heavy Earth Moving Machinery and equipment etc. It formed a part of the Hindustan Aeronautics, Ltd., Bangalore Division, Bangalore, Prior to 1st January 1965. The contention of the workmen is that the pattern and the rates of dearness alowance in vogue for the past several years has been the same as in the case of Central Government Employees and that whenever the Central Government raised the Dearness Allowance for its employees it has been the practice to give effect to the said rise to the First Party. During the last few years the prices of all the commodities have shot up and the workers have been very much hit on account of the cost of living going up with the result that there has been a substantial cut in the actual wage of the workers. The Central Government appointed a commission headed by Sri P. B. Gajendragadkar to go into the question of neutralisation of the rise in the cost of living to the employees of the Central Government. The Gajendragadkar Commission submitted an Interim Report recommending certain revised rates of Dearness Allowance effective from December 1965. The Central Government accepted those recommendations and implemented them so far as their employees were concerned. The First Party-workmen, however, were not given the rise in the Dearness Allowance as per the interim recommendations of the Gajendragadkar Commission inspite of frequent demands. The Management refused to implement those recommendations on the plea that the First Party is governed by the recommendations to be made by the Wage Board for Engineering Industries which has been set up. The First Party submit that till the Engineering Wage Board makes its final recommendations in respect of the Wage Structure, it is illegal to discontinue the payment of Central Dearness Allowance Rates. The Second Party

is bound to implement the interim recommendations of the Gajendragadkar's Commission with regard to the grant of Dearness Allowance for neutralisation of the rise in the cost of living. The Management had given an Adhoc Interim Relief from 1st October 1964 but that was in respect of length of service and accommodation allowance. The First Party further submits that there is no justification whatsoever for the discontinuance of the Central Rates of Dearness Allowance and that an Award be passed directing the management to pay the Central Rates of Dearness Allowance with effect from December 1965, or alternatively the Payment of Dearness Allowance may be ordered to be linked up with the cost of living Index figures for Bangalore.

3. The Second Party resisted the claim of the First Party-Workmen.—firstly on the ground that the Reference itself is illegal, void and without jurisdiction in view of the settlement subsisting between the Parties in respect of Dearness Allowance and secondly on the ground that there is no obligation on the part of the management to implement the Central Government's rates of Dearness Allowance. The Second Party denied all the allegations made by the First Party and further contend that the recommendations of the Gajendragadkar's Commission are inapplicable to the employees in their establishment. The scales of pay and conditions of service prevailing in the Second Party-Company are not *pari materia* with those of the Central Government servants. As a master of fact, according to the Management, the wage structure as well as the incremental ladder prevailing in the Company are far more beneficial to the employees than their counterparts in the Central Government. The workmen get besides wages and Dearness Allowance, certain additional benefits which are not available to the Central Government employees such as subsidised canteen, subsidised transport, annual production bonus, etc. There is no practice much less any condition of service automatically requiring application of the Central Government's rate of Dearness Allowance to employees of this Company. It is no doubt true that on several occasions, when the Central Government increased the rates of Dearness Allowance, the Management, likewise increased the Dearress Allowance, with a view to promote industrial peace and harmony, but in doing so, it took note of the conditions prevailing at that time and applying its own mind to the problems gave the said increase. This increase in Dearness Allowance was neither automatic nor invariable. In the year 1964, the Central Government constituted a Wage Board for Engineering Industries which is charged with the duties of going into the wage structure including Dearness Allowance in all the Engineering Industries of the country as a whole and to make its recommendations. The Second Party comes with in the purview of the Wage Board but even before any recommendations are made by the Wage Board, the workmen agitated for an interim relief. The Conciliation proceedings were started and during those proceedings a settlement was reached between the Parties under which the question of Dearness

Allowance, Wage Structure, etc., were agreed to be settled when the Wage Boards Final Recommendations become known. The interim relief claimed by the First Party was agreed to be settled when the Wage Boards Final Recommendations became known. The interim As the Wage Board had not made any recommendations the Second Party increased Dearness Allowance with effect from 1st December 1965 subject to interim recommendations of the Wage Board. The interim recommendations were, however, announced in 1966 and it is found that the workmen of the Second Party had received far higher relief than what was recommended by the Wage Board. The Management could have adjusted the wages and allowances already paid by them in the light of the Wage Board's interim recommendations and if it had done so, it would have been unfavourable to the First Party, who had to refund some amounts but no recoveries or cuts have been made by the Second Party from the Wages paid to the First Party. According to the Management, the demand of the Ist Party is unjust, unreasonable and illegal. Besides, the finances and the working of the Company are such that it cannot bear any additional burden consequent upon the increase in Dearness Allowance. The demand for linking dearness allowance to the cost of living index does not lie until the Wage Board makes its final recommendations. The rate of 30 paise per point over and above 100 points is on the face of it fanciful and wholly unrelated to reality. The Second Party submits that the claims and contentions in the statement of the First Party are not maintainable and pray that the Reference and the demand be rejected.

4. The following Issues have been framed as arising out of the pleadings filed by both the Parties :—

(1) Whether the Reference is illegal, void and without jurisdiction in view of the subsisting settlement between the Parties in respect of the Dearness Allowance ?

(2) Whether the claim of the I Party that it was incumbent on the Second Party to give effect to Central Government Dearness Allowance whenever there was any increase in Central D.A. rates is reasonable, just and tenable ?

(3) Whether the increase in Dearness Allowance as claimed by the First Party, is justified taking into consideration the prevailing wage scales and other fringe benefits enjoyed by the workmen ?

(4) Whether the recommendations of the Gajendragadkar Commission are applicable to employees in the establishment ?

(5) Whether there has been a practice or any condition of service automatically requiring application of the Central Government rates of Dearness Allowance to employees in this Company ?

(6) Whether the settlement is a bar to the claim of the First Party and whether the First Party has received more than what they are entitled to under the Settlement.

(7) Whether the First Party is estopped in Law and Equity from demanding any increase in Dearness Allowance until the final recommendations of the Wage Board are announced ?

(8) Whether the finances and working of the Company are such that it cannot bear any additional burdon consequent on increased Dearness Allowance ?

(9) Whether the claim of the First Party to link Dearness Allowance to the cost of living index is tenable and can it be made until the Wage Board makes its final recommendations ?

(10) Whether the rate of 30 paise per point over and above 100 points of Dearness Allowance claimed by First Party is just and reasonable ?

(11) To what relief, if any, is the First Party entitled ? "

5. So far as the contention with regard to the jurisdiction of this Tribunal to go into the dispute is concerned, a preliminary order was passed on Issue No. 1 on 26th September 1967 in which it has been held that the reference is legal and within the jurisdiction of this Tribunal and the subsisting settlement between the Parties in respect of Dearness allowance is no bar to the adjudication of the point of dispute referred for adjudication to this Tribunal.

6. The only Issue that arises for determination in this case is whether the Management of the Company are bound to implement the interim recommendations of the Gajendragadker Commission till the Wage Board for Engineering Industries makes its final recommendations with regard to the Wage structure, which should prevail in all Engineering Industries including the Second Party. It is not disputed that the Gajendragadkar's Commission was constituted not with a view to fixation of Dearness Allowance in Public Sector Undertakings but the Reference to that Commission was restricted to consideration of payment of Dearness Allowance to Central Government employees drawing a pay of Rs. 400 and below per month. It is common ground between the Parties that the First Party workmen are not Central Government employees. They are workmen of Bharat Earth Movers Limited which is a registered Company incorporated under the Companies Act. A Company, although all the shares are held by the Government, is a separate legal entity and is different under the eye of law from the share holders who constitute it. That has been so held in a number of decisions and I may refer to the case reported in AIR 1957 Patna 10 in which it has been held that in the eye of the law the company is a separate legal entity and has separate legal existence. It cannot be said to be a department of the Government or its

delegate or agent although the ownership, control and management of the Company is completely vested in the President of India. The Court is not entitled for determination of the question to pierce the veil of corporate entity and to examine the reality beneath. In the instant case the Second Party concern is a Government Company registered under the Companies Act and therefore, it becomes a separate legal entity and not a Department of the Government. In such Companies the rules, conditions of service, privileges, etc., which are in existence for the Government servants are not available to the servants of the Company. That is clear from the decisions of the various Courts which have consistently held that employees of a company even though the shares are held by the Government are not persons holding a Civil post. Hence there can be no doubt that any order passed effecting the Central Government servants will not automatically apply to the employees of the Second Party.

7. The argument advanced by the First Party is that although the Central Government Rules, directions, notifications cannot *ipso facto* be applied to the workmen of the First Party, still by virtue of the service conditions prevailing in the Company the Management are bound to apply those rules and regulations and notifications and inasmuch as the interim recommendations of the Gajendragadkar's Commission were approved by the Central Government and implemented in favour of its employees, the Management is bound to do likewise in the case of its employees. Such a contention will have some force if the First Party can prove that there was a service condition obtaining in the Company under which the management have to implement all the recommendations and the benefits conferred upon the Central Government employees. It may be stated that such a service condition is alleged to exist only in respect of Dearness Allowance because in all other respects the benefits enjoyed by the Central Government servants are not in par with those of the Company. The Central Government employees' Pay-scales, house rent allowance, City Allowance, etc., are on different lines from those of the First Party. As a matter of fact, the First Party workmen enjoyed certain benefits which are not available to the Central Government employees, for instance, Subsidised Canteen, subsidised Transport, Production Bonus, Scales of Pay, etc. Hence there can be no comparison between the service conditions of the Central Government employees and those in the Second Party. The workmen, however, contend that so far as the Dearness Allowance is concerned, there should be uniformity between the Central Government servants and themselves on account of what they called long practice of getting the Central Government Dearness Allowance rates which have been announced from time to time by the Central Government. In order to substantiate a plea of service condition, it is necessary to show one or the other of the following, *viz.*, (1) an express agreement between the Parties with regard to that condition of service, (2) an implied agreement, (3) operation of law and (4) a settlement or an award. In the instant case, it is

common ground that there has been no express agreement with regard to the condition of service nor has there been any settlement reached between the Parties, nor is there any legal obligation, nor even any adjudication by an Industrial Tribunal. Hence the only ground on which the claim of the First Party is founded is what they call an implied agreement which can be spelt out, in the words of the General Secretary, Panikar (W.W. 1) by the automatic implementation of the increased Dearness Allowance given to the Central Government employees. The question, therefore, is reduced to whether any such implied agreement can be spelt out from the circumstances of the case.

8. In order to spell out an implied agreement, certain essential requisites are necessary as laid down in 1959 II LLJ 5. They are—

(1) The payment must be unbroken;

(2) It must be for sufficiently long period, and

(3) The circumstances in which the payment is made should be such as it has to exclude that it was paid out of bounty.

The First Party relied on the payment at Central Government rates from the year 1961 to 1965 but by no stretch of imagination could it be said that it is for sufficiently long period. It is admitted that prior to 1959 the Dearness Allowance paid to the Employees of the Hindustan Aeronautics Ltd., Bangalore, which included the present employees of the Bharat Earth Movers Limited, was totally on a different scale from what then prevailed in the Central Government. It is only after 1961 that the Central Government rates of Dearness Allowance were followed by the Hindustan Aeronautics Ltd., in the absence of any other pattern that was available for neutralising the rise in the cost of living. It should be remembered at the same time that these Central Government rates of Dearness Allowance were not automatically applied to the employees of the Company, but they got the benefit of those rates by virtue of separate circulars that had been issued from time to time by the Management. In other words, it appears as though the management felt that in view of the increase in Dearness Allowance paid to the Central Government Employees, there might be repurcussions among their own employees and anticipating unrest and disharmony which may certainly diminish production have wisely revised their own Dearness Allowance rates in line with the rates prevailing for the Central Government employees. It is not, therefore, a service condition but an unilateral arrangement on the part of the Management to prevent any possible labour unrest. In the year 1964, a Wage Board for Engineering Industries was constituted and the parties agreed to leave the question of Dearness Allowance, wages and other matters to be settled only after the final recommendations of that Wage Board.

ence e management rightly felt that any fur er increase at

they would offer is subject to adjustment after the final recommendations of the Wage Board are known. In my view, the practice of paying Central Government rate of Dearness allowance was neither uniform nor of long standing nor has it attained what might be called the usage are custom in the concern. The 'Usage' is defined in Wharton's Law Lexicon at page 1029 as 'Practice long continued' but it must always be proved, whereas a custom in some cases for example, the custom of gavelkind be judicially noticed without proof. It has been held that an 'Usage' to be binding, must be uniform and universal and when such invariable usage is proved, it will form the basis of the contract between the parties and their respective rights and liabilities are precisely the same as if without any usage they had entered into a special agreement to the like of it. In the instant case, there has been neither uniformity nor longivity of the alleged usage of payment of Central Government's Dearness Allowance rates. It will be noticed that the First Party relies only on an implied agreement because they automatically got the increased dearness allowance given to the Central Government employees. In the first place, there was no automatic payment, but only after consideration by the management and in the second place, those payments have not been for more than four to five years which does not establish an implied agreement by usage.

9. Even supposing for a moment, that there was a service condition that the Central Government's Dearness Allowance rates must be made applicable to the First Party—workmen, that service condition has been replaced by another service condition by virtue of a settlement that has been entered into by the Parties under Ext. M. 24, dated 15th September 1964, under that settlement, certain *ad hoc* interim reliefs had been given to the First Party workmen on the basis of what is known as 'Sathyendranath Sinha's Award' and the Parties had agreed that the Interim Relief to be settled when the Wage Board's recommendations on Interim Relief became known and Dearness Allowance, etc, to be settled when the Wage Board's final recommendations become known. It will be noticed that this *Ad hoc* interim relief alters the pattern of Dearness Allowance which obtained in the case of Central Government employees because *ad hoc* interim relief must necessarily include both *ad hoc* interim wages as well as interim dearness allowance. In the second place, those payments had been made subject to adjustment in the light of the decision which would be taken on the recommendation of the Central Wage Board for Engineering Industries. In other words, the parties have agreed to settle their claims in respect of Dearness Allowance not in the light of the Central Government Dearness Allowance rates, but in the light of the recommendations of the Engineering Wage Board. In short, the workers have realised that they have nothing in common with the Central Government employees with regard to their benefits and rights but only with other co-workers in various Engineering Industries whose fate was similar to theirs. There is, therefore, a clear departure from any service condition which might

have been existing prior to Ext. M. 24 under which so far as Dearness Allowance is concerned, the First Party do not claim parity with the Central Government employees. In any event the settlement with regard to the Interim Relief which will have to be decided when the Wage Board's Recommendation for interim relief become known, obviously means that there was no service condition with regard to the Interim Relief obtaining in the Second Party concern and that matter has to be decided only after the interim recommendations of the Wage Board are known. If really the service condition was such that till Dearness Allowance is finally settled, the Central Government rates must be followed, then there was nothing to prevent that service condition being incorporated in Ext. M. 24 instead of leaving it to be settled after the Interim Recommendations of the Wage Board are known. It seems to me, therefore, that at the time of Ext. M. 24, the First Party looked to the Engineering Wage Board and not to the recommendations of the Gajendragadkar's Commission for any relief that they wanted pending final settlement of the Dearness Allowance pattern after final recommendations of the Engineering Wage Board are known. In that view of the matter also it seems to me that there was no service condition after Ext. M. 24 at any rate to justify the claim of the Dearness Allowance at Central Government rate by the First Party.

10. The only evidence that has been adduced is that of the General Secretary of the Bharat Earth Movers, Ltd., Employees' Association. As stated before, the First Party demands the same Dearness Allowance as Central Government Employees as according to them it is one of the service conditions by virtue of continuous application and payment. That by itself does not amount to an implied agreement between the Parties unless the payment is uniform and of long standing which has not been the case here. As against the evidence of the General Secretary, there is the evidence of the Assistant Personnel Manager and Accounts Manager examined by the Management. They state that there was no agreement to adopt the Central Government Dearness Allowance rates for their employees and that any revision in the Dearness Allowance paid to the employees was after consideration by the Board of Management. There is no proof that Central Government Dearness Allowance was paid by the Management in any year of loss. All these circumstances conclusively prove that there was no implied agreement or service condition under which the management was obliged to pay Dearness Allowance at the same rates as the Central Government. The Gajendragadkar Commission's interim recommendations are meant only for Central Government employees and are not applicable to the employees of the Public Sector Undertakings nor was there any agreement, expressed or implied, which can be pressed into service for the implementation of those recommendations. The case of Hindustan Machine Tools, Ltd., where the Central Government rates of Dearness Allowance

are applicable to the employees, stands on an entirley different footing, because there is in existance a settlement which is in force under which the Hindustan Machine Tools Management is bound to pay Dearness Allowance to its employees at the same rates as were obtaining to the Central Government employees. In none of the other Public Sector Undertakings, there is any such service condition, not even in the Hindustan Aeronautics, Ltd., which is the parent company of the Bharat Earth Movers Limited. As pointed out by the learned Counsel for the Management, it is as far as possible desirable to have one uniform practice for payment of Dearness Allowance in all Public Sector Undertakings as any increase or decrease in Dearness Allowance in any one of the Public Sector Undertakings is bound to have repurcussions in the other Public Sector Undertakings leading to industrial unrest and loss of production. My answer to the only Issue, therefore, is that the recommendations of the Gajendragadkar's Commission are not applicable to the employees in this establishment and there was no practice or condition of service automatically requiring application of Central Government rates of Dearness Allowance to the employees of this Company.

11. The workmen contended rightly that even though the Interim recommendations of the Gajendragadkar's Commission are not applicable to them, in view of the fact that there has been increase in the cost of living, they are entitled to increase in Dearness Allowance until the Wage Board makes its final recommendations with regard to the Dearness Allowance. That claim cannot be denied because there has been an increase in the Cost of Living eversince December 1965. The scope of the Reference is also to find out as to what increase in Dearness Allowance the employees are entitled to till such time the final recommendations of the Engineering Wage Board's recommendations are known. As a matter of fact, this Court cannot adjudicate upon the final pattern of Dearness Allowance that should prevail in this industry because under Ext. M. 20 that matter can only come up for final settlement when the Wage Board's Final recommendations become known. I am, therefore, called upon only to find out what relief by way of Dearness Allowance can be given to the employees till such time the final recommendations of the Engineering Wage Board are known. Hence it is not open to this Tribunal to alter the present pattern of Dearness Allowance and introduce a new pattern by linking Dearness Allowance to the Cost of Living Index numbers because that question will have to be adjudicated only after the final recommendations of the Wage Board are known. The employees undoubtedly are entitled to Interim Relief by way of Dearness Allowance because of the rise in the cost of living. It is in evidence that ever since 1st December 1965 increase in Dearness Allowance rates which were given to the Central Government employees had not been given to the First Party Workmen. The consumer price index number has been increasing ever since 1956 from about 316

in 1956 to 578 in 1965 and subsequently it has gone up again from 578 in 1965 to 740 in May 1967. The object of granting Dearness allowance is to neutralise the rise in the cost of living and in view of the enormous rise, increase in Dearness Allowance is undoubtedly indicated. The claim made by the First Party is implementation of the Central Government rate of Dearness Allowance even if it is not by right, at least by necessity in order to meet the ever increasing cost of living. Upto 1st December 1965 they had the Central Government Dearness Allowance rates. Subsequently from 1st December 1965 they have not been given the dearness allowance paid to the Central Government employees. The Central Government employees got an increase of Rs. 3 from 1st December 1965, and a further increase of Rs. 6 from 1st August 1965 in the case of those getting below Rs. 100 as basic wages and a similar increase for those who get more. Hence the amount the First Party would have got if their demand is accepted from 1st of December 1965 upto 1st of April 1968 would be Rs. 24+Rs. 192 totalling Rs. 216 for the last category of employees. The First Party cannot claim more than Rs. 216 upto 1st of April 1968 for the lowest category of employees because this Tribunal cannot grant more than what the workmen demanded. The demand for the lowest category of employees is Rs. 216 till 1st April 1968. Excluding the Sathyendranath Sinha's Award, the workmen were paid a lumpsum of Rs. 100 on an *ad hoc* basis under a Memorandum of Settlement Ext. M. 17, dated 14th October 1967 and by another Bullentin, Ext. M. 23, the lowest paid employee was given from 1st October 1967 Rs. 18 per month. Hence between the 1st of December 1965 and the 1st of April 1968, the lowest category of employees got Rs. 100+Rs. 108. Hence the total relief they got was to the extent of Rs. 208 which including the benefit under S. N. Sinha's award would be more than what they have demanded and therefore, they cannot expect any additional relief. As against the Interim Recommendation of Gajendragadkar's Commission of an increase of Rs. 9 over the rates prevailing on 1st December 1965, the First Party is now getting Rs. 18 increase over the Dearness Allowance rate that prevailed on 1st December 1965. They are, therefore, better off than what they demanded. The same applies to the employees of other categories. As a matter of fact, the demand for interim relief as found in Ext. M. 27 is only for payment of 25 per cent of the salary which is not a recurring demand that was made on 12th March 1965. Hence if only 25 per cent were paid at that time to the lowest category of employees that would have satisfied the demand for interim relief. The Management has paid far more than what they have demanded and far more than the interim recommendations of the Wage Board. Hence taking any view of the matter, the workmen of the First Party are getting as much as they have demanded. It may be that this increase is not by way of Dearness Allowance, but in considering the question of increasing the Dearness Allowance, the other emoluments have to be taken into account and it is really the total pay packet that has to be looked into to find out if any

relief is indicated. It was next pointed out that this *ad hoc* payment will not count towards the Provident Fund, etc., but that question will have to be decided after the final recommendations of the Wage Board are known and if in the final settlement, it is decided that *ad hoc* payment should count towards Provident Fund, Gratuity, etc., then it will have a retrospective effect so as to cover the payments already made. Hence that question need not be gone into at this stage and suffice it to say that by virtue of the *ad hoc* relief given under Ext. M. 17 and M. 23 and M. 3, no further relief by way of additional Dearness Allowance can be granted.

12. In the result, I am of the view that the First Party is not entitled to any of the reliefs in this Reference by virtue of subsequent payments made after this reference to this Tribunal and the Reference, therefore, stands rejected. There will be no order as to costs in the circumstances of the case.

V. C. RAMACHANDRAN,
Presiding Officer,
Addl. Industrial Tribunal.
30-3-1968.

ORDER

Bangalore, dated 10th April 1968.

S.O. 733.—WHEREAS by State Government Order No. LMA 206 LLD 67, dated 16th May 1967, the Industrial Dispute between the Workmen and the Management of the Bharath Earth Movers, Ltd., Bangalore-17, was referred to the Industrial Tribunal, Bangalore, for adjudication.

AND WHEREAS the Additional Industrial Tribunal, Bangalore has submitted to the State Government its award in respect of the said Industrial Dispute.

NOW, THEREFORE, in exercise of the powers conferred by Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the Government of Mysore are pleased to direct the publication of the said award as above, in the *Mysore Gazette*.

[No. LMA 206 LLD 67.]

By Order and in the name of the Governor of Mysore,

G. G. PUROHIT,
Under Secretary to Government,
Food, Civil Supplies and Labour Department